Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 1 of 24. PageID #: 12

THE COURT OF COMMON PLEAS, CIVIL DIVISION **CUYAHOGA COUNTY, OHIO**

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

MRI SOFTWARE LLC

Plaintiff

V.

UNIVERSITY OF MINNESOTA FOUNDATION -**DINNAKEN HOUS**

Defendant

CASE NO. CV24992650

JUDGE JOHN P O'DONNELL

SUMMONS

SUMC CM

Notice ID:



From: MRI SOFTWARE LLC,

28925 FOUNTAIN PARKWAY

SOLON OH 44139

Atty.:

Р1

CLINTON E. PRESLAN

P.O. BOX 16323

ROCKY RIVER, OH 44116-0000

UNIVERSITY OF MINNESOTA FOUNDATION - D1

DINNAKEN HOUSING, LLC

C/O KATHLEEN L POCKARD, REGISTERED

AGENT

C/O SUMMER CLINE, MANAGER 900 WASHINGTON AVE. SE MINNEAPOLIS MN 55414-0000

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the Complaint is attached.

If you wish to respond to the Complaint, you must deliver a written Answer to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address within 28 days after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the Answer (http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf)

You must also file a copy of your **Answer** with this Court within 3 days after you serve it on the Plaintiff. You can file your Answer with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit http://coc.cuyahogacounty.us/en-US/efiling.aspx.

If you fail to serve and file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the Complaint by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd **Clerk of Court of Common Pleas** 216-443-7950

Date Sent: 02/15/2024

Junisia Inawick Deputy

CMSN130



Cuyahoga County Clerk of Courts Nailah K. Byrd

Multilingual Notice:

You have been named as a defendant in this Court. You must file an answer within 28 days; if you fail to answer, the Court may enter judgment against you for the relief stated in the Complaint. Seek assistance from both an interpreter and an attorney. Your inability to understand, write, or speak English will not be a defense to possible judgment against you.

1. Spanish (US)

***Aviso multilingüe:

Este Tribunal lo ha declarado como acusado. Debe presentar una respuesta en un plazo de 28 días. Si no contesta en dicho plazo, el Tribunal podrá dictar sentencia en su contra por el amparo que se detalla en la demanda. Solicite la ayuda de un intérprete y de un abogado. Su incapacidad para comprender, escribir o hablar inglés no se considerará como defensa ante una posible sentencia en su contra.

2. Somali

***Ogeysiis luqadda badan ah:

Waxaa laguu magacaabay sida eedeysane gudaha Maxkamadan. Waa in aad ku soo gudbisaa jawaab 28 maalmood gudahood; haddii aad ku guuldareysto jawaabta, Maxkamada laga yaabo in ay gasho xukun adiga kaa soo horjeedo ee ka nasashada lagu sheegay Cabashada. Raadi caawinta ka timid labadaba turjubaanka iyo qareenka. Karti la'aantaada aad ku fahmo, ku qoro, ama ku hadasho Af Ingiriisiga ma noqon doonto difaacida xukunkaaga suuralka ah ee adiga kugu lidka ah.

3. Russian

***Уведомление на разных языках:

Вы были названы в качестве ответчика в данном суде. Вы должны предоставить ответ в течение 28 дней; если Ваш ответ не будет получен, суд может вынести решение против Вас и удовлетворить содержащиеся в жалобе требования. Воспользуйтесь услугами переводчика и адвоката. Тот факт, что Вы не понимаете английскую речь и не можете читать и писать по-английски, не является препятствием для возможного вынесения судебного решения против Вас.

***ملاحظة متعددة اللغات:

لقد تم اعتبارك مدعى عليه في هذه المحكمة. يجب أن تقدم ردا خلال 28 يوما؛ وإذا لم تقم بالرد، فقد تصدر المحكمة حكما ضدك بالتعويض المنصوص عليهـ في هذه الشكوى القضائية. اطلب المساعدة من مترجم فوري ومحام. فلن تعد عدم قدرتك على فهم اللغة الإنجليزية أو كتابتها أو تحدثها دفاعا لك أمام الحكم المحتمل ضدك.

5. Chinese (Simplified)

***多語版本通知:

您在本法庭已被列为被告。您必须于28

日**内**递交答辩状;如果没有递交答辩状·法庭会针对诉状中声明的补救措施对您作出不利判决。请向口译人员和律师寻求帮助。您无法理解、书写或说英语的情况不能作为对您可能作出不利判决的辩护理由。

Justice Center, 1st Floor • 1200 Ontario Street • Cleveland, Ohio 44113-1664 • 216.443.7950

Ohio Relay Service 711 • Website: coc.cuyahogacounty.us



NAILAH K. BYRD CUYAHOGA COUNTY CLERK OF COURTS 1200 Ontario Street Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT February 11, 2024 17:36

By: CLINTON E. PRESLAN 0080748

Confirmation Nbr. 3084509

MRI SOFTWARE LLC

CV 24 992650

vs.

Judge: JOHN P. O'DONNELL

UNIVERSITY OF MINNESOTA FOUNDATION - DINNAKEN HOUS

Pages Filed: 21

IN THE COURT OF COMMON PLEAS CUYAHOGA COUNTY, OHIO

MRI Software LLC,) Case No.
28925 Fountain Parkway)
Solon, OH 44139)
Plaintiff,) JUDGE:
-vs-) <u>COMPLAINT</u>
University of Minnesota Foundation –)
Dinnaken Housing, LLC)
C/O Kathleen L Pickard, Registered Agent)
200 Oak Street SE)
STE #500)
Minneapolis, MN 55455)
•)
Serve Also	j ,
)
University of Minnesota Foundation –) ,
Dinnaken Housing, LLC)
C/O Summer Cline, Manager)
900 Washington Ave. SE)
Minneapolis, MN 55414)
)
Defendant,)

Now Comes Plaintiff, MRI Software LLC, by and through counsel, and for its Complaint against Defendant, University of Minnesota Foundation – Dinnaken Housing, LLC. hereby states as follows:

PARTIES, JURISDICTION and VENUE

- 1. Plaintiff, MRI Software LLC (hereinafter "MRI"), is a Delaware limited liability company with its principal place of business in Solon, Ohio. MRI is an established provider of, *inter alia*, software solutions suited for real estate investment and management purposes.
- 2. Upon information and belief, Defendant, University of Minnesota Foundation Dinnaken Housing, LLC. (hereinafter "Dinnaken") is a Delaware limited liability company

Corporation with its principal place of business in Minneapolis, Minnesota. Upon information and belief, Dinnaken is in the business of providing property management services and student housing.

- 3. This Court has personal jurisdiction over Dinnaken by virtue of Dinnaken's voluntary consent thereto under the contract for software services between Dinnaken and MRI. See, Exhibit "1,1" the Agreement (as defined infra), Master Agreement, section 10.15.
- 4. This Court, moreover, also has personal jurisdiction over Dinnaken as a result of Dinnaken's contacts within the State of Ohio.
- 5. Venue is proper in this Court under, *inter alia*, Ohio Civil Rules 3(B)(6), 3(B)(7), and 4.3(A)(1), and pursuant to contractual agreement, see Exhibit "1," Master Agreement, section 10.15.

FACTS

6. On December 1, 2020, MRI and Dinnaken entered into a valid contract for software solutions and related services, which was to commence on the Effective Date of December 1, 2020. The contract consisted of several operative documents, including inter alia: (1) the Master Agreement; (2) a SAAS Services Schedule; (3) a Professional Services Schedule, (4) an Order Document #1 SMS Services with an effective date of December 1, 2020; (5) an Order Document and Statement of Work #564546 with an effective date of March 8, 2021; (6) an Add-On Order Document #2 Recurring Software and Services with an effective date of June 1, 2022, and (7) an Order Document #3 MRI Payment Services with an effective date of July 1, 2022; (collectively known herein as the "Agreement.")

¹ Exhibit "1," the Agreement contains confidential commercial information. A true and accurate copy of the Agreement will therefore be filed under seal and in conformity with the pertinent Local Rules of Court and the applicable Rules of Civil Procedure.

- 7. The Agreement, with all enumerated foregoing identified documents is annexed hereby and completely incorporated herein by reference.
- 8. Subject to the Agreement's terms and conditions and solely for Dinnaken's internal business purposes, MRI granted Dinnaken the right to use the MRI Software (hereinafter the "Software"). See, Agreement, SAAS Service Schedule.
- 9. In exchange for the right to use MRI's Software and MRI's services, Dinnaken, agreed, inter alia, to:
 - a. Pay MRI all amounts calculated according to the applicable Order Documents (see Agreement, Master Agreement, Sec. 3.1, at ¶ 1-2);
 - b. Pay MRI all invoiced amounts on or before the invoice due dates (see Agreement, Master Agreement, Sec. 3.1 at ¶ 2); and
 - c. Pay MRI all interest accrued on all past due amounts at the rate of 1.5% per month, until paid in full (see Agreement, Master Agreement, Sec. 3.1, at ¶ 2.)
- 10. The Agreement provides, in pertinent part, that:

If Client [i.e., Dinnaken] fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. ...[I]f Client fails to timely pay applicable fees under an Order Document, MRI shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including attorneys' fees) incurred by MRI. [Agreement, Master Agreement, Sec. 3.1, at ¶3.]

- 11. The Initial Term of the Agreement was five (5) years. See, Agreement, Order Document #1 SMS Services.
- 12. Subject to the Agreement's terms and conditions, the Agreement was not cancelable after the Order Document was signed by MRI and Dinnaken.

- 13. The Agreement is a fully integrated document that comprehensively memorializes the parties' collective understanding and intent with respect to its subject matter. See Agreement, Master Agreement, Sec. 10.13.
- 14. Before signing the Agreement, Dinnaken had the opportunity to review it.
- 15. Before signing the Agreement, Dinnaken had the opportunity to negotiate the terms of the Agreement.
- 16. On or about December 1, 2020, Dinnaken voluntarily signed the Agreement.
- 17. Having signed the Agreement, Dinnaken is charged with knowledge of its terms.
- 18. Dinnaken received invoices from MRI in conformity with the Agreement.
- 19. Dinnaken failed and refused to pay the invoices issued by MRI.
- 20. MRI notified Dinnaken of Dinnaken's failure to pay MRI according to the issued invoices.
- 21. Dinnaken failed to pay MRI according to the issued invoices after MRI notified Dinnaken of its unpaid outstanding balance.

COUNT ONE: Breach of Contract

- 22. MRI restates and reincorporates all paragraphs of this Complaint by reference as if fully rewritten and reincorporated herein.
- 23. The Agreement is an enforceable contract supported by valuable consideration exchanged by and between MRI and Dinnaken.
- 24. Dinnaken materially breached the Agreement by failing to discharge its payment obligations to MRI. See, Invoices attached hereto and incorporated herein collectively as Exhibit "2."
- 25. Despite demand for payment, Dinnaken has made no attempt to cure its breach of the Agreement and continues to carry an unpaid balance due.

- 26. The remaining fees due to MRI from Dinnaken for the remainder of the Term of the Agreement, inclusive of the accelerated amount (See, Agreement, Master Agreement, Sec. 3.1, at ¶3) total \$187,690.57.
- 27. To its detriment, MRI relied upon the anticipated revenue stream represented by the Agreement by incorporating said revenue into its future budgets and business plans.
- 28. Under the Agreement, MRI is entitled to "accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable order Document are immediately due and owing." And furthermore, Dinnaken is "responsible to pay any collection expenses (including attorneys' fees) incurred by MRI." Agreement, Master Agreement, sec. 3.1, at ¶3.
- 29. As a direct and proximate result of Dinnaken's breach of contract, MRI has been damaged in an amount to be determined at or prior to trial, in no event less than \$187,690.57 in principle, exclusive of applicable interest, costs, and attorneys' fees, all of which continue to accrue until paid.

COUNT TWO: Unjust Enrichment / Quantum Meruit

- 30. MRI restates and reincorporates all paragraphs of this Complaint by reference as if fully rewritten and reincorporated herein.
- 31. To its detriment, MRI conferred a substantial benefit unto Dinnaken by providing it with, inter alia, access to the Software, Maintenance and Support services, and Professional Services.
- 32. To its detriment, MRI relied upon the anticipated receipt of payments from Dinnaken by incorporating the said anticipated payments into its future budgets and business plans.

- 33. Dinnaken r's acceptance of the benefits of MRI's services without compensating MRI for their value would, under the circumstances, be inequitable.
- 34. As a direct and proximate result of Dinnaken's unjust enrichment, MRI has been damaged in an amount to be determined at or prior to trial, in no event less than the value of the services that is provided to Dinnaken.
- 35. Absent an award of such relief, Dinnaken will continue to be unjustly enriched to MRI's detriment.

Wherefore, MRI Software LLC respectfully requests this Honorable Court award judgment on its Complaint against University of Minnesota Foundation – Dinnaken Housing, LLC as follows:

- A. On Count I, Judgment against University of Minnesota Foundation Dinnaken Housing, LLC, in the amount of \$187,690.57 for breach of contract; and
- B. On Count II alternatively to Count I, Judgment against University of Minnesota Foundation – Dinnaken Housing, LLC, for unjust enrichment in the amount of \$187,690.57, and
- C. Pre Judgment Interest at the contract rate of 1.5% per month, 18% annually from June 7, 2023 on the principal amount of the judgment rendered in favor of MRI Software LLC; and, Post Judgment interest on the principal amount of the judgment at the contract rate of interest, 1.5% per month, 18% annually, and
- D. An award of reasonable attorney fees incurred in this matter; and
- E. Costs of this proceeding, and
- F. For such other relief that this Court deems appropriate.

Respectfully submitted,

/s/ Clinton E. Preslan Clinton E. Preslan (#0080748) Preslan Law, L.L.C. P.O. Box 16323 Rocky River, Ohio 44116 Telephone: 216-476-1155

Facsimile: 216-912-0850

E-mail: cpreslan@preslanlaw.com

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 10 of 24. PageID #: 21

EXHIBIT 1

(To be filed separately under seal)

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 11 of 24. PageID #: 22

EXHIBIT 2



MRI Software LLC MRI Software f 28925 Fountain Pkw. Solon C. 941 Solon, 13, 266 Tel 1 9/503 (21 57/70) ibs ord/wer busentoss

Client ID:

BH09999

Client Name:

University of Minnesota Foundation - Dinnaken

Housing LLC

United States

Bill To Address:

University of Minnesota Foundation - Dinnaken Housing LLC 200 Oak St Se Ste 500 Minneapolis MN 55455-2010

INVOICE SUMMARY

Invoice Number: MRIUS1155102

Invoice Date:

May 28, 2022

Due Date:

June 27, 2022

Invoice Balance: \$6,129.15

Click here to view MRI's

Click Here to Pay No

Period	Memo	Price	Amount (USD)
04/20/2022 - Dickinson, Sam	0.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management -	127.50	127.50
04/27/2022 - Dickinson, Sam	0.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management -	127.50	127.50
05/04/2022 - Dickinson, Sam	0.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management -	127.50	127.50
05/05/2022 - Dickinson, Sam	1 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management	255.00	255.00
05/11/2022 - Dickinson, Sam	1 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management	255.00	255.00
05/05/2022 - Devia, Max	1 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	255.00	255.00
05/11/2022 - Devia, Max	2 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	510.00	510.00

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of

Minnesota Foundation -Dinnaken Housing LLC

MRI Software LLC 29596 Network Place

Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

MRIUS1155102

BH09999

Client ID: Invoice Date:

Amount Due:

Due date:

\$6,129.15 June 27, 2022

May 28, 2022

Bank Name: Account #:

Routing # for Wire:

Account Name:

Routing # for ACH:

For Electronic Payments

MRI Software LLC

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 13 of 24. PageID #: 24



MRI Software LLC MRI Software LLC 28925 Foundain Pkwy Solon, OH 44139 Tol 1 (800) 321-8770 | mrisoftware.com/us/

Period	Memo	Price	Amount (USD)
05/12/2022 - Devia, Max	2 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	510.00	510.00
05/16/2022 - Devia, Max	2 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	510.00	510.00
05/18/2022 - Devia, Max	1 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	255.00	255.00
04/21/2022 - Varshavsky, Denis	4 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Conversion Consultant - Conversion Consultant	1,020.00	1,020.00
04/22/2022 - Varshavsky, Denis	4 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Conversion Consultant - Conversion Consultant	1,020.00	1,020.00
04/25/2022 - Varshavsky, Denis	1.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Conversion Consultant - Conversion Consultant	382.50	382.50
04/26/2022 - Varshavsky, Denis	0.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Conversion Consultant - ADJUSTED FOR CAP - Conversion Consultant	127.50	127.50
05/18/2022 - Schieda, Giovanni	0.25 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting	63.75	63.75
05/20/2022 - Schieda, Giovanni	0.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting	127.50	127.50
		SUBTOTAL	\$5,673.75
3		SALES TAX	\$455.40
		TOTAL	\$6,129.15

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC

29596 Network Place Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

Client ID:

Invoice Date:

Amount Due: Due date:

MRIUS1155102

BH09999

May 28, 2022 \$6,129.15

June 27, 2022

For Electronic Payments

Account Name: Bank Name:

Account #:

Routing # for Wire: Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 14 of 24. PageID #: 25



MRI Software LLC

Zooza hadrum. Noo. Solon, (H.) 441159 Tel 1 (800) 521 HD (E.) mass at were consum/

Client ID:

BH09999

Client Name:

University of Minnesota Foundation - Dinnaken

Housing LLC

Bill To Address:

University of Minnesota Foundation - Dinnaken Housing LLC 200 SE Oak St, #500 Minneaplolis MN 55455 United States **INVOICE SUMMARY**

Invoice Number: MRIUS1169411

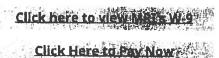
Invoice Date:

June 29, 2022

Due Date:

July 29, 2022

Invoice Balance: \$9,710.25



Period	Memo	Price	Amount (USD)
05/17/2022 - Dickinson, Sam	0.5 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Internal training schedule review -	127.50	127.50
06/01/2022 - Dickinson, Sam	0.5 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Internal meeting to update next steps and communicate to client -	127.50	127.50
06/03/2022 - Dickinson, Sam	0.5 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Phase 2 items timeline response -	127.50	127.50
06/08/2022 - Dickinson, Sam	0.5 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Bi- weekly client status call -	127.50	127.50
06/24/2022 - Schieda, Giovanni	0.75 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Mass Movein Updates -	191.25	191.25
06/08/2022 - Devia, Max	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	255.00	255.00
06/09/2022 - Devia, Max	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	255.00	255.00

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of

Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place

Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

Invoice Date:

MRIUS1169411

Client ID:

BH09999

June 29, 2022

\$9,710.25 Amount Due:

July 29, 2022 Due date:

For Electronic Payments

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire: Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 15 of 24. PageID #: 26



MRI Software LLC MAS, CONTRACT . Lizz Young Yesen, O. Calif

INTEREST AND ASSESSMENT OF THE PARTY OF THE

Period	Memo	Price	Amount (USD)
06/10/2022 - Devia, Max	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	255.00	255.00
06/13/2022 - Devia, Max	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	255.00	255.00
06/23/2022 - Devia, Max	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	255.00	255.00
05/27/2022 - Ceja, Monica	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	255.00	255.00
06/21/2022 - Ceja, Monica	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	255.00	255.00
06/22/2022 - Ceja, Monica	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant - Dinnaken-MRI Status meeting -	255.00	255.00
06/22/2022 - Schieda, Giovanni	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Master Unit Screen Review, Conversion review -	255.00	255.00
06/23/2022 - Schieda, Giovanni	1 Hours(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Linking Pages -	255.00	255.00
05/23/2022 - Devia, Max	2 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	510.00	510.00
06/03/2022 - Devia, Max	2 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	510.00	510.00
05/23/2022 - Ceja, Monica	2 Hour(s) @ Per Hour - Dinnaken Housing ELC - GPS Only - Solution Consultant - Solution Consultant - UAT GL -	510.00	510.00
05/24/2022 - Ceja, Monica	2 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant - UAT AP -	510.00	510.00
05/25/2022 - Ceja, Monica	2 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant - UAT CM -	510.00	510.00
06/23/2022 - Ceja, Monica	2 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	510.00	510.00

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place Chicago, IL 60673-1295 United States For Check Payments

Invoice Number:

Client ID: Invoice Date:

BH09999 June 29, 2022

MRIUS1169411

Amount Due: Due date:

\$9,710.25 July 29, 2022 **For Electronic Payments**

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire: Routing # for ACH: Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 16 of 24. PageID #: 27



MRI Software LLC MRI Soltware LLC 28925 Fountain Pkwy Solon, OH 44159 Tel 1 (800) 321-8770 | meisoftware commus/

Period	Memo	Price	Amount (USD)
06/24/2022 - Ceja, Monica	2 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant - Super user training -	510.00	510.00
06/01/2022 - Devia, Max	2.5 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	637.50	637.50
05/31/2022 - Devia, Max	3 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Dinnaken -	765.00	765.00
06/03/2022 - Ceja, Monica	3 Hour(s) @ Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant - UAT RM -	765.00	765.00
		SUBTOTAL	\$8,988.75
		SALES TAX	\$721.50
		TOTAL	\$9,710.25

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place

Chicago, IL 60673-1295 United States

Invoice Number:

Client ID:

Invoice Date:

Amount Due: Due date:

For Check Payments

MRIUS1169411

BH09999 June 29, 2022

\$9,710.25 July 29, 2022 **For Electronic Payments Account Name:**

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire: Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.



MRI Software LLC

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Client ID:

BH09999

Client Name:

University of Minnesota

Foundation - Dinnaken

Housing LLC

Bill To Address:

University of Minnesota Foundation - Dinnaken Housing LLC 200 SE Oak St, #500

Minneaplolis MN 55455 United States

INVOICE SUMMARY

Invoice Number: MRIUS1166409

Invoice Date:

June 30, 2022

Due Date:

July 30, 2022

Invoice Balance: \$1,205.00

Click here to view MRISS

Click Here to Pay Now

Period	Memo	Price	Amount (USD)
Jun - Nov 2022	Add 200 Units per Order Doc #2	1,205.00	1,205.00
		SUBTOTAL	\$1,205.00
		SALES TAX	\$0.00
		TOTAL	\$1,205.00

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

BH09999

MRIUS1166409

Invoice Date: **Amount Due:**

Client ID:

Due date:

June 30, 2022

\$1,205.00

July 30, 2022

For Electronic Payments

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire:

Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 18 of 24. PageID #: 29



MRI Software LLC MRI Software HC 28925 Fountain Pkwy Scion, OH 44129 Tel 14800 - 2 - 0, 25 proceedings - company

Client ID:

BH09999

Client Name:

University of Minnesota

Foundation - Dinnaken

Housing LLC

Bill To Address:

University of Minnesota Foundation - Dinnaken

Housing LLC 200 SE Oak St, #500 Minneaplolis MN 55455

United States

INVOICE SUMMARY

Invoice Number: MRIUS1192150

Invoice Date:

July 28, 2022

Due Date:

August 27, 2022

Invoice Balance: \$9,228.14



Period	Memo	Price	Amount (USD)
07/05/2022 - Varshavsky, Denis	3 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Work session - updating data for RMSDLG and SCHD, and loading data to SaaS -	765.00	765.00
07/06/2022 - Varshavsky, Denis	3 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Client call, team calls, update ENDDATE for PRO charges in CMRECC/RMRECC (as per Monica's logic) -	765.00	765.00
07/08/2022 - Varshavsky, Denis	2 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Call with Kevin and Monica to troubleshoot RMLEASESUM error message, rerun Knime with tenanst status 'N', repopulated RMLEASESUM table in SaaS -	510.00	510.00
07/12/2022 - Varshavsky, Denis	0.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Call with Monica to review PRK data -	127.50	127.50
07/14/2022 - Varshavsky, Denis	1 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - pull and attach MRI reports to validation SmartSheet -	255.00	255.00
07/11/2022 - Ceja, Monica	1.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant	382.50	382.50

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

Client ID:

Invoice Date:

Amount Due: Due date:

MRIUS1192150 BH09999

July 28, 2022 \$9,228.14

August 27, 2022

For Electronic Payments

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire:

Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 19 of 24. PageID #: 30



MRI Software LLC IARI Scativare III. 2892. Fountain Flavy Scion Oct 44130 Tel 1 (800) 071-2770 - project visit of these

Period	Memo	Price	Amount (USD)
07/12/2022 - Ceja, Monica	2 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	510.00	510.00
07/13/2022 - Ceja, Monica	5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	1,275.00	1,275.00
07/14/2022 - Ceja, Monica	3 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	765.00	765.00
07/15/2022 - Ceja, Monica	3 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Solution Consultant - Solution Consultant	765.00	765.00
06/28/2022 - Schieda, Giovanni	0.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Mass Move in Update -	127.50	127.50
07/05/2022 - Schieda, Glovanni	1 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Conversion Review -	255.00	255.00
07/06/2022 - Schieda, Giovanni	0.75 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting - Screen Review -	191.25	191.25
07/08/2022 - Dennis, Kevin	1.5 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Technical Consulting - Technical Consulting	382.50	382.50
06/21/2022 - Dickinson, Sam	0.25 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Conversion status call with Mary -	63.75	63.75
06/22/2022 - Dickinson, Sam	0.75 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Bi-weekly status update call -	191.25	191.25
06/30/2022 - Dickinson, Sam	1.25 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Internal review and Fixed Assets conversation to determine next steps with Kevin -	318.75	318.75
07/05/2022 - Dickinson, Sam	1 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Internal working session call to work on the RM errors -	255.00	255.00
07/06/2022 - Dickinson, Sam	1.25 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Internal meeting prep for client call this afternoon Bi- weekly client call -	318.75	318.75

Please remit below portion with your check payment

USD

Remit To:

Payment For: BH09999 University of

Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

BH09999

MRIUS1192150

Client ID: Invoice Date:

July 28, 2022

Amount Due: \$9,228.14

August 27, 2022

For Electronic Payments

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire: Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Electronically Filed 02/11/2024 17:36 / / CV 24 992650 / Confirmation Nbr. 3084509 / CLTXT

Due date:

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 20 of 24. PageID #: 31



MRI Software LLC MRI Sortvette 1 : 0 28925 Fourtian Playy Solon, OH 14139 Ter 1 (200132 - 2777) | moto/basto recount

Period	Мето	Price	Amount (USD)
07/12/2022 - Dickinson, Sam	0.25 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Follow up with AE about RentPayment and also followed up with Dinnaken about the RM errors that need validation -	63.75	63.75
07/13/2022 - Dickinson, Sam	0.75 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Bi-weekly internal meeting with Monica and Denis Sent Mary update with next steps for implementation -	191.25	191.25
07/14/2022 - Dickinson, Sam	0.25 Hour(s) @ 255 Per Hour - Dinnaken Housing LLC - GPS Only - Project Management - Project Management - Confirmed with Monica that RM errors are resolved, Asked Mary to validate -	63.75	63.75
		SUBTOTAL	\$8,542.50
		SALES TAX	\$685.64
		TOTAL	\$9,228.14

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

Client ID:

Invoice Date:

Amount Due: Due date:

MRIUS1192150

BH09999

July 28, 2022 \$9,228.14

August 27, 2022

For Electronic Payments

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire:

Routing # for ACH: **Bank Address:**

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.



MRI Software LLC MRI Software LTC 28925 Fouritain Pkwy Scion, OH 44139 Tel 1 (800) 321 (8770 | par - devire consuss

Client ID:

BH09999

Client Name:

University of Minnesota Foundation - Dinnaken

Housing LLC

Bill To Address:

University of Minnesota Foundation - Dinnaken

Housing LLC 200 SE Oak St, #500 Minneaplolis MN 55455

United States

INVOICE SUMMARY

Invoice Number: MRIUS1213521

Invoice Date:

August 31, 2022

Due Date:

December 01, 2022

Invoice Balance: \$51,920.76

Click here to view MRI's

Click Here to Pay Nov

Period	Memo	Price	Amount (USD)
December 01, 2022 - November 30, 2023	Annual Property Management X SAAS Fee	51,920.76	51,920.76
		SUBTOTAL	\$51,920.76
		SALES TAX	\$0.00
		TOTAL	\$51,920.76

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place

Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

Client ID:

MRIUS1213521

Invoice Date:

BH09999

August 31, 2022

Amount Due: Due date:

\$51,920.76 December 01, 2022 **For Electronic Payments**

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire: Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 22 of 24. PageID #: 33



MRI Software LLC

Solon, OH 441-9 Tel 1 (800) 321-8770 | maisoftware.com/us/

Client ID:

BH09999

Client Name:

University of Minnesota Foundation - Dinnaken Housing LLC

Bill To Address:

University of Minnesota Foundation - Dinnaken

Housing LLC

200 SE Oak St, #500 Minneaplolis MN 55455

United States

INVOICE SUMMARY

Invoice Number: MRIUS1279192

Invoice Date:

November 29, 2022

Due Date:

December 29, 2022

Invoice Balance: \$70.23



Period	Memo	Price	Amount (USD)
10/25/2022 - Ragan, Kevin	Dinnaken - Fixed Assets Implementation Scope - Project Management - Project Management Qty 0.25 @ 260	65.00	65.00
· · ·		SUBTOTAL	\$65.00
		SALES TAX	\$5.23
		TOTAL	\$70.23

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place

Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

MRIUS1279192

BH09999

Client ID:

Invoice Date:

Due date:

November 29, 2022

Amount Due:

December 29, 2022

\$70.23

For Electronic Payments

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire:

Routing # for ACH: **Bank Address:**

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.



MRI Software LLC Mai Sulpagne I 17 28925 hourstain hiss. Serion, 5-1 141 89 Sonon, Call (1918) Tel 1 (86) (1857) (Frances) von 1811 (Frances)

Client ID:

BH09999

Client Name:

University of Minnesota Foundation - Dinnaken Housing LLC

United States

Bill To Address:

University of Minnesota Foundation - Dinnaken Housing LLC 200 SE Ōak St, #500 Minneaplolis MN 55455 **INVOICE SUMMARY**

Invoice Number: MRIUS1366213

Invoice Date:

March 30, 2023

Due Date:

April 29, 2023

Invoice Balance: \$70.23



Period	Memo	Price	Amount (USD)
March 30, 2023 - March 30, 2023	0.25 hours worked @ 260 USD Dinnaken - Fixed Assets Implementation Scope - Project Management - Project Management	65.00	65.00
		SUBTOTAL	\$65.00
	SALESTAX	SALES TAX	\$5,23
		TOTAL	\$70.23

Please remit below portion with your check payment

USD

Payment For:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

For Check Payments

Invoice Number:

MRIUS1366213 BH09999

April 29, 2023

Account Name: Bank Name:

For Electronic Payments MRI Software LLC

Remit To:

MRI Software LLC 29596 Network Place Chicago, IL 60673-1295 United States

Invoice Date: Amount Due:

Client ID:

Due date:

March 30, 2023 \$70.23

Account #:

Routing # for Wire: Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.

Case: 1:24-cv-00485-JPC Doc #: 1-2 Filed: 03/15/24 24 of 24. PageID #: 35



MRI Software LLC MHI Soroware L. 28925 Foundain Okey, Solon, OH 44139 Tol 1 (800) 321-3770 | Gross Caster Comars

Client ID:

BH09999

Client Name:

University of Minnesota

Foundation - Dinnaken

Housing LLC

Bill To Address:

University of Minnesota Foundation - Dinnaken Housing LLC 200 SE Oak St, #500

Minneaplolis MN 55455 United States

INVOICE SUMMARY

Invoice Number: MRIUS1635345

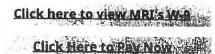
Invoice Date:

August 31, 2023

Due Date:

December 01, 2023

Invoice Balance: \$53,737.99



Period	Memo	Price	Amount (USD)
December 01, 2023 - November 30, 2024	Annual Property Management X SAAS Fee	53,737.99	53,737.99
		SUBTOTAL	\$53,737.99
		SALES TAX	\$0.00
		TOTAL	\$53,737.99

Please remit below portion with your check payment

USD

Payment For:

Remit To:

BH09999 University of Minnesota Foundation -

Dinnaken Housing LLC

MRI Software LLC 29596 Network Place Chicago, IL 60673-1295 United States

For Check Payments

Invoice Number:

Client ID:

Invoice Date:

Amount Due:

Due date:

MRIUS1635345

BH09999

August 31, 2023 \$53,737.99

December 01, 2023

For Electronic Payments

Account Name:

MRI Software LLC

Bank Name:

Account #:

Routing # for Wire: Routing # for ACH:

Bank Address:

For questions about this invoice or to provide remittance information, please submit a request in our portal: MRISoftware.com/billing.